

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-14-65758

HUD# 07-14-0444-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ACN – SOUTHERN HILLS PARTNERS, LP

c/o Conlin Properties, Inc.

319 7th Street Suite 500

Des Moines, Iowa 50309

CONLIN PROPERTIES, INC.

319 7th Street Suite 500

Des Moines, Iowa 50309

JULIE CORBETT

Southern Hills Apartments

c/o Conlin Properties, Inc.

319 7th Street Suite 500

Des Moines, Iowa 50309

COMPLAINANT

JESSICA SEWELL

Iowa

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation for her son by refusing to waive their “no pitbull” policy for an assistance animal and this resulted in different terms, conditions or privileges of rental based on disability. In addition, Complainant alleged Respondents discriminated against her son in the enforcement of their rules, and subsequently took action to evict her family based on her son’s disability. Respondents deny having discriminated against Complainant and her son, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 50-unit apartment complex, located at 202 18th Avenue East Apartment 224, Oskaloosa, Iowa 50577.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(2).

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Posters

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at: http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf

The corresponding version in Spanish may be obtained at:

http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of the rental office where the posters are displayed, to the attention of Don

Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to release Complainants from the \$1,243 judgment for Mahaska County Clerk of Small Claim Number: SCSC030841 for all back rent, fees, interest, court costs, cleaning or damages to subject apartment owed by Complainant.

Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding any monies Complainants may owe Respondents for unpaid rent, fees, interest, court costs, cleaning or damages to subject apartment. Complainant agrees she will not pursue recovery of her rental deposit in small claims court or in any other process or proceeding.

Respondents agree to sign a notarized Satisfaction and Release with the Mahaska County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

Respondents also agree to send a copy of the notarized Satisfaction and Release to the Commission, within ten (10) days of receiving a Closing Letter from the Commission with the date the Satisfaction and Release was filed with the Oskaloosa County Clerk of court. The Commission will send a copy of the notarized Satisfaction and Release to Complainant.

Reporting and Record-Keeping

12. Respondent shall forward to the Commission objective evidence that the fair housing posters have been displayed, as evidence of compliance with Term 8 of this Agreement.

13. Respondent send a copy of the notarized Satisfaction and Release to the Commission, within ten (10) days of receiving a Closing Letter from the Commission, as evidence of compliance with Term 11 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signatures on the Following Page (Page 5)

_____	_____
ACN - Southern Hills Partners, LP, RESPONDENT	Date

_____	_____
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Conlin Properties, Inc., RESPONDENT

Date

Julie Corbett, RESPONDENT

Date

Jessica Sewell, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION